

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Event Photography Group, Inc.		05/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive		
Internal Address:	Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3779729	GRADIMAGES	
Registration Number:	3311002	GRADTRAK	
Registration Number:	3782990	GRADUATIONIMAGES	
Registration Number:	3810488	MARATHONFOTO	
Registration Number:	4458584	BACKPRINT	
Registration Number:	4245313	UNIVERSITY COMPOSITES	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		
SIGNATURE:	/Carole Dobbins/		
DATE SIGNED:	05/30/2014		
Total Attachments: 5			

CH \$165.00 3779729

source=Trademark Security Agreement - EPG#page1.tif
source=Trademark Security Agreement - EPG#page2.tif
source=Trademark Security Agreement - EPG#page3.tif
source=Trademark Security Agreement - EPG#page4.tif
source=Trademark Security Agreement - EPG#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of May, 2014, by Event Photography Group, Inc., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) and the other Secured Parties identified therein (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of May 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 30, 2014, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EVENT PHOTOGRAPHY GROUP, INC.

By: 

Name: Paul C. Rasmussen

Title: President

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EVENT PHOTOGRAPHY GROUP, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 
Name: Tammy Roghm
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 005291 FRAME: 0546

SCHEDULE I

Event Photography Group, Inc.
Trademark Registrations

Country: United States of America - Registered Trademarks

Trademark	Registration Number	Registration Date	Owner
Gradimages	3779729	04/20/10	Event Photography Group, Inc.
GradTrak	3311002	10/16/07	Event Photography Group, Inc.
Graduationimages	3782990	04/27/10	Event Photography Group, Inc.
Marathonfoto	3810488	06/29/10	Event Photography Group, Inc.
Backprint	4458584	12/31/13	Event Photography Group, Inc.
University Composites	4245313	11/20/12	Event Photography Group, Inc.

Country: United States of America - Trademark Applications

None